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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

LUCIUS TAYLOR Plaintiff v. COUNTY OF LOS ANGELES; and DOES 1 through 10, inclusive, Defendants.	CASE NO.: 2:23-cv-01046-GW-JDE STIPULATED PROTECTIVE ORDER
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Based on the Parties’ Stipulation (Dkt. 14) and for good cause shown, the Court finds and orders as follows.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary or private information for which special protection from public disclosure and from use for any purpose other than pursuing this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from

1 public disclosure and use extends only to the limited information or items that
2 are entitled to confidential treatment under the applicable legal principles.

3 2. GOOD CAUSE STATEMENT

4 Good cause exists for entry of this order as Plaintiff is seeking and
5 Defendant may produce, among other things, internal, security sensitive, third
6 party and law enforcement private and confidential information, administrative and
7 institutional documents, which contain sensitive information that the County of
8 Los Angeles believes need special protection from public disclosure.

9 The documents identified in this Protective Order, which Defendant believes
10 in good faith constitute or embody confidential information which the County of
11 Los Angeles maintains as strictly confidential and are otherwise generally
12 unavailable to the public, or which may be privileged or otherwise protected from
13 disclosure under state or federal statutes, court rules, case decisions, or common
14 law, are therefore entitled to heightened protection from disclosure. Accordingly,
15 to expedite the flow of information, to facilitate the prompt resolution of disputes
16 over confidentiality of discovery materials, to adequately protect information the
17 parties are entitled to keep confidential, to ensure that the parties are permitted
18 reasonable necessary uses of such material in preparation for and in the conduct of
19 trial, to address their handling at the end of the litigation, and serve the ends of
20 justice, a protective order for such information is justified in this matter. It is the
21 intent of the parties that information will not be designated as confidential for
22 tactical reasons and that nothing be so designated without a good faith belief that it
23 has been maintained in a confidential, non-public manner, and there is good cause
24 why it should not be part of the public record of this case.

25 3. ACKNOWLEDGMENT OF UNDER SEAL FILING
26 PROCEDURE

27 The parties further acknowledge, as set forth in Section 14.3, below, that
28 this Stipulated Protective Order does not entitle them to file confidential

1 information under seal; Local Civil Rule 79-5 sets forth the procedures that
2 must be followed and the standards that will be applied when a party seeks
3 permission from the court to file material under seal. There is a strong
4 presumption that the public has a right of access to judicial proceedings and
5 records in civil cases. In connection with non-dispositive motions, good cause
6 must be shown to support a filing under seal. See Kamakana v. City and
7 County of Honolulu, 447 F.3d 1172, 1176 (9th Cir. 2006), Phillips v. Gen.
8 Motors Corp., 307 F.3d 1206, 1210-11 (9th Cir. 2002), Makar-Welbon v. Sony
9 Electrics, Inc., 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even stipulated
10 protective orders require good cause showing), and a specific showing of good
11 cause or compelling reasons with proper evidentiary support and legal
12 justification, must be made with respect to Protected Material that a party
13 seeks to file under seal. The parties' mere designation of Disclosure or
14 Discovery Material as CONFIDENTIAL does not— without the submission
15 of competent evidence by declaration, establishing that the material sought to
16 be filed under seal qualifies as confidential, privileged, or otherwise
17 protectable—constitute good cause.

18 Further, if a party requests sealing related to a dispositive motion or trial,
19 then compelling reasons, not only good cause, for the sealing must be shown,
20 and the relief sought shall be narrowly tailored to serve the specific interest to
21 be protected. See Pintos v. Pacific Creditors Ass'n., 605 F.3d 665, 677-79 (9th
22 Cir. 2010). For each item or type of information, document, or thing sought to
23 be filed or introduced under seal, the party seeking protection must articulate
24 compelling reasons, supported by specific facts and legal justification, for the
25 requested sealing order. Again, competent evidence supporting the application
26 to file documents under seal must be provided by declaration.

27 Any document that is not confidential, privileged, or otherwise
28 protectable in its entirety will not be filed under seal if the confidential portions

1 can be redacted. If documents can be redacted, then a redacted version for
2 public viewing, omitting only the confidential, privileged, or otherwise
3 protectable portions of the document, shall be filed. Any application that seeks
4 to file documents under seal in their entirety should include an explanation of
5 why redaction is not feasible.

6 4. DEFINITIONS

7 4.1 Action: Lucius Taylor v. County of Los Angeles, et al., Case No. 2:23-
8 CV-01046-GW-JDE .

9 4.2 Challenging Party: a Party or Non-Party that challenges the
10 designation of information or items under this Order.

11 4.3 “CONFIDENTIAL” Information or Items: information
12 (regardless of how it is generated, stored or maintained) or tangible things that
13 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
14 specified above in the Good Cause Statement.

15 4.4 Counsel: Outside Counsel of Record and House Counsel (as well
16 as their support staff).

17 4.5 Designating Party: a Party or Non-Party that designates
18 information or items that it produces in disclosures or in responses to discovery
19 as “CONFIDENTIAL.”

20 4.6 Disclosure or Discovery Material: all items or information,
21 regardless of the medium or manner in which it is generated, stored, or
22 maintained (including, among other things, testimony, transcripts, and tangible
23 things), that are produced or generated in disclosures or responses to discovery.

24 4.7 Expert: a person with specialized knowledge or experience in a
25 matter pertinent to the litigation who has been retained by a Party or its
26 counsel to serve as an expert witness or as a consultant in this Action.

27 4.8 House Counsel: attorneys who are employees of a party to this
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1 Action. House Counsel does not include Outside Counsel of Record or any
2 other outside counsel.

3 4.9 Non-Party: any natural person, partnership, corporation,
4 association or other legal entity not named as a Party to this action.

5 4.10 Outside Counsel of Record: attorneys who are not employees of a
6 party to this Action but are retained to represent a party to this Action and
7 have appeared in this Action on behalf of that party or are affiliated with a law
8 firm that has appeared on behalf of that party, and includes support staff.

9 4.11 Party: any party to this Action, including all of its officers,
10 directors, employees, consultants, retained experts, and Outside Counsel of
11 Record (and their support staffs).

12 4.12 Producing Party: a Party or Non-Party that produces Disclosure or
13 Discovery Material in this Action.

14 4.13 Professional Vendors: persons or entities that provide litigation
15 support services (e.g., photocopying, videotaping, translating, preparing
16 exhibits or demonstrations, and organizing, storing, or retrieving data in any
17 form or medium) and their employees and subcontractors.

18 4.14 Protected Material: any Disclosure or Discovery Material that is
19 designated as "CONFIDENTIAL."

20 4.15 Receiving Party: a Party that receives Disclosure or Discovery
21 Material from a Producing Party.

22 5. SCOPE

23 The protections conferred by this Stipulation and Order cover not only
24 Protected Material (as defined above), but also (1) any information copied or
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or
26 compilations of Protected Material; and (3) any testimony, conversations, or
27 presentations by Parties or their Counsel that might reveal Protected Material.
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1 Any use of Protected Material at trial shall be governed by the orders of
2 the trial judge and other applicable authorities. This Order does not govern the
3 use of Protected Material at trial.

4 6. DURATION

5 Once a case proceeds to trial, information that was designated as
6 CONFIDENTIAL or maintained pursuant to this protective order used or
7 introduced as an exhibit at trial becomes public and will be presumptively
8 available to all members of the public, including the press, unless compelling
9 reasons supported by specific factual findings to proceed otherwise are made to
10 the trial judge in advance of the trial. See Kamakana, 447 F.3d at 1180-81
11 (distinguishing “good cause” showing for sealing documents produced in
12 discovery from “compelling reasons” standard when merits-related documents
13 are part of court record). Accordingly, the terms of this protective order do not
14 extend beyond the commencement of the trial.

15 7. DESIGNATING PROTECTED MATERIAL

16 7.1 Exercise of Restraint and Care in Designating Material for
17 Protection. Each Party or Non-Party that designates information
18 or items for protection under this Order must take care to limit any such
19 designation to specific material that qualifies under the appropriate standards.
20 The Designating Party must designate for protection only those parts of
21 material, documents, items or oral or written communications that qualify so
22 that other portions of the material, documents, items or communications for
23 which protection is not warranted are not swept unjustifiably within the ambit
24 of this Order.

25 Mass, indiscriminate or routinized designations are prohibited.
26 Designations that are shown to be clearly unjustified or that have been made
27 for an improper purpose (e.g., to unnecessarily encumber the case development
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1 process or to impose unnecessary expenses and burdens on other parties) may
2 expose the Designating Party to sanctions.

3 If it comes to a Designating Party's attention that information or items
4 that it designated for protection do not qualify for protection, that Designating
5 Party must promptly notify all other Parties that it is withdrawing the
6 inapplicable designation.

7 7.2 Manner and Timing of Designations. Except as otherwise
8 provided in this Order, or as otherwise stipulated or ordered, Disclosure of
9 Discovery Material that qualifies for protection under this Order must be
10 clearly so designated before the material is disclosed or produced.

11 Designation in conformity with this Order requires:

12 (a) for information in documentary form (e.g., paper or electronic
13 documents, but excluding transcripts of depositions or other pretrial or trial
14 proceedings), that the Producing Party affix at a minimum, the legend
15 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page
16 that contains protected material. If only a portion of the material on a page
17 qualifies for protection, the Producing Party also must clearly identify the
18 protected portion(s) (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for
20 inspection need not designate them for protection until after the inspecting
21 Party has indicated which documents it would like copied and produced.
22 During the inspection and before the designation, all of the material made
23 available for inspection shall be deemed "CONFIDENTIAL." After the
24 inspecting Party has identified the documents it wants copied and produced,
25 the Producing Party must determine which documents, or portions thereof,
26 qualify for protection under this Order. Then, before producing the specified
27 documents, the Producing Party must affix the "CONFIDENTIAL legend" to
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each page that contains Protected Material. If only a portion of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identifies the Disclosure or Discovery Material on the record, before the close of the deposition all protected testimony.

(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend "CONFIDENTIAL." If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

7.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party's right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

8. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8.1. Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court's Scheduling Order.

8.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37-1 et seq.

8.3 Joint Stipulation. Any challenge submitted to the Court shall be via a joint stipulation pursuant to Local Rule 37-2.

8.4 The burden of persuasion in any such challenge proceeding shall be

1 on the Designating Party. Frivolous challenges, and those made for an
 2 improper purpose (e.g., to harass or impose unnecessary expenses and burdens
 3 on other parties) may expose the Challenging Party to sanctions. Unless the
 4 Designating Party has waived or withdrawn the confidentiality designation, all
 5 parties shall continue to afford the material in question the level of protection
 6 to which it is entitled under the Producing Party's designation until the Court
 7 rules on the challenge.

8 9. ACCESS TO AND USE OF PROTECTED MATERIAL

9 9.1 Basic Principles. A Receiving Party may use Protected Material that
 10 is disclosed or produced by another Party or by a Non-Party in connection
 11 with this Action only for prosecuting, defending or attempting to settle this
 12 Action. Such Protected Material may be disclosed only to the categories of
 13 persons and under the conditions described in this Order. When the Action has
 14 been terminated, a Receiving Party must comply with the provisions of section
 15 15 below (FINAL DISPOSITION).

16 Protected Material must be stored and maintained by a Receiving Party
 17 at a location and in a secure manner that ensures that access is limited to the
 18 persons authorized under this Order.

19 9.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
 20 otherwise ordered by the court or permitted in writing by the Designating
 21 Party, a Receiving Party may disclose any information or item designated
 22 "CONFIDENTIAL" only to:

23 (a) the Receiving Party's Outside Counsel of Record in this
 24 Action, as well as employees of said Outside Counsel of Record to whom it is
 25 reasonably necessary to disclose the information for this Action;

26 (b) the officers, directors, and employees (including House
 27 Counsel) of the Receiving Party to whom disclosure is reasonably necessary
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1 for this Action;

2 (c) Experts (as defined in this Order) of the Receiving Party to
3 whom disclosure is reasonably necessary for this Action and who have signed
4 the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

5 (d) the court and its personnel;

6 (e) court reporters and their staff;

7 (f) professional jury or trial consultants, mock jurors, and
8 Professional Vendors to whom disclosure is reasonably necessary for this
9 Action and who have signed the “Acknowledgment and Agreement to Be
10 Bound” (Exhibit A);

11 (g) the author or recipient of a document containing the
12 information or a custodian or other person who otherwise possessed or knew
13 the information;

14 (h) during their depositions, witnesses, and attorneys for witnesses,
15 in the Action to whom disclosure is reasonably necessary provided: (1) the
16 deposing party requests that the witness sign the form attached as Exhibit A
17 hereto; and (2) they will not be permitted to keep any confidential information
18 unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit
19 A), unless otherwise agreed by the Designating Party or ordered by the court.
20 Pages of transcribed deposition testimony or exhibits to depositions that reveal
21 Protected Material may be separately bound by the court reporter and may not
22 be disclosed to anyone except as permitted under this Stipulated Protective
23 Order; and

24 (i) any mediators or settlement officers and their supporting
25 personnel, mutually agreed upon by any of the parties engaged in settlement
26 discussions.
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1 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED
 2 PRODUCED IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other
 4 litigation that compels disclosure of any information or items designated in this
 5 Action as “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such
 7 notification shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena
 9 or order to issue in the other litigation that some or all of the material covered
 10 by the subpoena or order is subject to this Protective Order. Such notification
 11 shall include a copy of this Stipulated Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be
 13 pursued by the Designating Party whose Protected Material may be affected. If
 14 the Designating Party timely seeks a protective order, the Party served with the
 15 subpoena or court order shall not produce any information designated in this
 16 action as “CONFIDENTIAL” before a determination by the court from which
 17 the subpoena or order issued, unless the Party has obtained the Designating
 18 Party’s permission. The Designating Party shall bear the burden and expense
 19 of seeking protection in that court of its confidential material and nothing in
 20 these provisions should be construed as authorizing or encouraging a
 21 Receiving Party in this Action to disobey a lawful directive from another court.

22 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO
 23 BE PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced
 25 by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such
 26 information produced by Non-Parties in connection with this litigation is
 27 protected by the remedies and relief provided by this Order. Nothing in these
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1 provisions should be construed as prohibiting a Non-Party from seeking
2 additional protections.

3 (b) In the event that a Party is required, by a valid discovery
4 request, to produce a Non-Party's confidential information in its possession,
5 and the Party is subject to an agreement with the Non-Party not to produce the
6 Non-Party's confidential information, then the Party shall:

7 (1) promptly notify in writing the Requesting Party and the Non-
8 Party that some or all of the information requested is subject to a
9 confidentiality agreement with a Non-Party;

10 (2) promptly provide the Non-Party with a copy of the Stipulated
11 Protective Order in this Action, the relevant discovery request(s), and a
12 reasonably specific description of the information requested; and

13 (3) make the information requested available for inspection by the
14 Non-Party, if requested.

15 (c) If the Non-Party fails to seek a protective order from this court
16 within 14 days of receiving the notice and accompanying information, the
17 Receiving Party may produce the Non-Party's confidential information
18 responsive to the discovery request. If the Non-Party timely seeks a protective
19 order, the Receiving Party shall not produce any information in its possession
20 or control that is subject to the confidentiality agreement with the Non-Party
21 before a determination by the court. Absent a court order to the contrary, the
22 Non-Party shall bear the burden and expense of seeking protection in this court
23 of its Protected Material.

24 12. UNAUTHORIZED DISCLOSURE OF PROTECTED
25 MATERIAL

26 If a Receiving Party learns that, by inadvertence or otherwise, it has
27 disclosed Protected Material to any person or in any circumstance not
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1 authorized under this Stipulated Protective Order, the Receiving Party must
2 immediately (a) notify in writing the Designating Party of the unauthorized
3 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the
4 Protected Material, (c) inform the person or persons to whom unauthorized
5 disclosures were made of all the terms of this Order, and (d) request such
6 person or persons to execute the "Acknowledgment an Agreement to Be
7 Bound" attached hereto as Exhibit A.

8 13. INADVERTENT PRODUCTION OF PRIVILEGED OR
9 OTHERWISE PROTECTED MATERIAL

10 When a Producing Party gives notice to Receiving Parties that certain
11 inadvertently produced material is subject to a claim of privilege or other
12 protection, the obligations of the Receiving Parties are those set forth in
13 Federal Rule of Civil\ Procedure 26(b)(5)(B). This provision is not intended to
14 modify whatever procedure may be established in an e-discovery order that
15 provides for production without prior privilege review. Pursuant to Federal
16 Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on
17 the effect of disclosure of a communication or information covered by the
18 attorney-client privilege or work product protection, the parties may
19 incorporate their agreement in the stipulated protective order submitted to the
20 court.

21 14. MISCELLANEOUS

22 14.1 Right to Further Relief. Nothing in this Order abridges the right of
23 any person to seek its modification by the Court in the future.

24 14.2 Right to Assert Other Objections. By stipulating to the entry of this
25 Protective Order, no Party waives any right it otherwise would have to object
26 to disclosing or producing any information or item on any ground not
27 addressed in this Stipulated Protective Order. Similarly, neither Party waives
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1 any right to object on any ground to use in evidence of any of the material
2 covered by this Protective Order.

3 14.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Local Civil Rule 79-5. Protected
5 Material may only be filed under seal pursuant to a court order authorizing the
6 sealing of the specific Protected Material. If a Party's request to file Protected
7 Material under seal is denied by the court, then the Receiving Party may file
8 the information in the public record unless otherwise instructed by the court.

9 15. FINAL DISPOSITION

10 After the final disposition of this Action, as defined in paragraph 6,
11 within 60 days of a written request by the Designating Party, each Receiving
12 Party must return all Protected Material to the Producing Party or destroy such
13 material. As used in this subdivision, "all Protected Material" includes all
14 copies, abstracts, compilations, summaries, and any other format reproducing
15 or capturing any of the Protected Material. Whether the Protected Material is
16 returned or destroyed, the Receiving Party must submit a written certification
17 to the Producing Party (and, if not the same person or entity, to the
18 Designating Party) by the 60-day deadline that (1) identifies (by category,
19 where appropriate) all the Protected Material that was returned or destroyed
20 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
21 compilations, summaries or any other format reproducing or capturing any of
22 the Protected Material. Notwithstanding this provision, Counsel are entitled to
23 retain an archival copy of all pleadings, motion papers, trial, deposition, and
24 hearing transcripts, legal memoranda, correspondence, deposition and trial
25 exhibits, expert reports, attorney work product, and consultant and expert
26 work product, even if such materials contain Protected Material. Any such
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1 archival copies that contain or constitute Protected Material remain subject to
2 this Protective Order as set forth in Section 6 (DURATION).

3 16. VIOLATION

4 Any violation of this Order may be punished by appropriate measures
5 including, without limitation, contempt proceedings and/or monetary
6 sanctions.

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8 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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10 DATED: May 23, 2023


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13 JOHN D. EARLY
14 United States Magistrate Judge
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [name], of _____ [address]
 declare under penalty of perjury that I have read in its entirety and understand the
 Stipulated Protective Order that was issued by the United States District Court for
 the Central District of California in the case of *Lucius Taylor v. County of Los*
Angeles, et al., Case No. 2:23-CV-01046-GW-JDE.

I agree to comply with and to be bound by all the terms of this Stipulated
 Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly
 promise that I will not disclose in any manner any information or item that is
 subject to this Stipulated Protective Order to any person or entity except in strict
 compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of
 this action. I hereby appoint _____ [name] of
 _____ [address and telephone number] as
 my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____